

Amendment to Agreement

**THIS AMENDMENT**, (hereinafter "Amendment") is made and entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2009, by and between Shelby County Government (hereafter "County") and CIMS Global Technology Solutions, Inc. (hereafter "CIMS").

WHEREAS, The County and CIMS executed a contract for Document Management Consulting services with a component to purchase software updates on October 8, 2004 for said services for the term beginning upon execution and continuing through June 30, 2005 with the option to renew for five (5) additional one (1) year periods upon written mutual consent; and

WHEREAS, the Agreement has previously been amended by the parties by written instrument on August 5, 2005, May 21, 2006, September 4, 2007, April 11, 2008, and July 17, 2008; and

WHEREAS, the parties now desire to enter in to this Amendment to amend the Agreement for Document Management Consulting Services to extend the term for the one year period beginning July 1, 2009 and continuing through June 30, 2010.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning July 1, 2009, until June 30, 2010.
2. The total cost for this renewal period (or) Amendment shall not exceed One Hundred Sixty Thousand and 00/100 (\$160,000.00) Dollars payable in accordance with the terms of the Agreement for professional services. and Twenty Five Thousand and 00/100 (\$25,000.00) Dollars payable in accordance with the terms of the Agreement for supplies.
3. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2009-2010 Operating Budget and/or the appropriate future year's Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.
4. The terms and conditions of the original Agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2009.

**APPROVED AS TO FORM  
AND LEGALITY**

**SHELBY COUNTY GOVERNMENT**

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

\_\_\_\_\_  
A C Wharton, Jr., Mayor

CIMS Global Technology Solutions, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriated Corporate action and/or Resolution to execute the preceding instrument of the \_\_\_\_\_, the within named bargainor, a corporation, and that he as such \_\_\_\_\_, executed foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_